

TOWN OF OYSTER BAY

Inter-Departmental Memo

N90845.AR.000129

October 7, 1992

TO : MEMORANDUM DOCKET

FROM : ROBERT W. ANDRUZZI, Deputy Commissioner of Public Works
Division of Highways

THROUGH: KARL J. LEUPOLD, P.E., COMMISSIONER OF PUBLIC WORKS

SUBJECT: TEST WELL DRILLING APPLICATION
APPLICANT: GRUMMAN AEROSPACE CORPORATION
TEST SITE LOCATIONS:
(1) W/S CEIL PLACE, 126' N/O JEAN AVE., BETHPAGE
(2) S/S HILLTOP AVE., 180' E/O ACME AVE., BETHPAGE
(3) S/S HILLTOP AVE., 172' S/O EIFFEL GATE, BETHPAGE


The Highway Division of the Department of Public Works has received a request from the above named applicant requesting permission to install a 'ground water quality test well' within the Town Highway right-of-way at the above described locations.

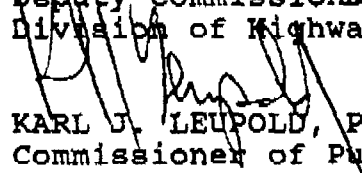
The Highway Division has inspected the sites and has no objection to the issuance of Road Opening Permits, provided the attached Agreement is signed by the Supervisor.

It should be noted that the Agreement is based on a form Agreement approved by the Town Attorney's Office.

This office will not issue Road Opening Permits until such time as we receive a copy of the fully executed Agreement.

We recommend that the Town Board authorize the Supervisor to sign the agreement with Grumman Aerospace Corporation to install three test wells at the above noted locations in Bethpage.


ROBERT W. ANDRUZZI
Deputy Commissioner of Public Works
Division of Highways


KARL J. LEUPOLD, P.E.
Commissioner of Public Works

RWA/KJL/gls

cc: Town Clerk (w/atts.)
Town Attorney (original Agreement att.)

A G R E E M E N T

IS AGREEMENT MADE AS OF THIS 9th DAY OF October 19⁹² by and
between the Town of Oyster Bay, a municipal corporation, having its principal
place of business at Town Hall, Audrey Avenue, Oyster Bay, New York 11771
hereinafter referred to as the "Town" and GRUMMAN AEROSPACE CORPORATION having its
principal place of business at Bethpage, Long Island, New York 11714
and hereinafter referred to as "GRUMMAN".

W I T N E S S E T H :

WHEREAS, GRUMMAN has requested Town of Oyster Bay permission to
install a test well within the Town Highway right-of-way on
two wells at Hilltop Ave. & intersection of Romscho St.,
one well at Ceil Pl., 141 ft from (Town) Jean Ave. NY, WHEREAS, the Town has passed
resolution # permitting the Town Supervisor to enter into and sign and
execute an agreement between the TOWN
AND GRUMMAN NOW, THEREFORE, it is mutually
agreed as follows:

1) That GRUMMAN prior to placing its well(s) within the Town
Highway right-of-way, will file with the Highway Division a certificate of
insurance in the amount of one (1) million dollars personal and one (1) million
dollars property damage for each well, and naming the TOWN as an additional
insured and indicating each project location.

2) GRUMMAN shall deposit with the Town of Oyster Bay Highway
Division \$4,500.00 (number of wells) (³) x \$1500. per well to be placed in
the Town escrow account to guarantee removal of said well(s) Escrow will be
returned after removal of the well(s), inspection of the well site(s) and after
final approval of the Highway Division.

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GRUMMAN agrees to indemnify and hold harmless the Town, its officers and employees from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind of nature, whether direct or indirect, arising out of the performance of this agreement or the carelessness, negligence or improper conduct of GRUMMAN and/or its subcontractors, agents or employees.

1) GRUMMAN shall bear all costs for installation and maintenance and removal of the well(s).

2) GRUMMAN will provide the TOWN with copies of all logs, sample results and/or records obtained from installing said well(s).

3) This agreement shall be for an indefinite period, however, the Town Board of the Town of Oyster Bay may revoke its permission for GRUMMAN to install or maintain its well(s) within the TOWN right-of-way upon 30 day notice to GRUMMAN. If after being notified GRUMMAN does not remove said well(s) the TOWN will remove the well(s) and submit the cost to GRUMMAN for reimbursement.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 9th day of October 1992.

Dated:
Oyster Bay, N. Y.

BY LEWIS J. YEVOLI, TOWN SUPERVISOR

BY Michael Polansky
Michael Polansky, Secretary
Grumman Aerospace Corporation
CORPORATION

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STATE OF NEW YORK)
 ss.:
 COUNTY OF NASSAU)

ON THIS _____ DAY OF _____ 19 , before me personally came LEWIS
 . YEVOLI, Supervisor to me known, who, being by me duly sworn, did depose and
 say that he resides at 29 Serpentine Lane, Old Bethpage, New York 11804; that
 he is the Supervisor of the Town of Oyster Bay, the municipal corporation
 described herein and which executed the foregoing instrument; that he knows the
 seal of said municipal corporation; that the seal affixed to said instrument is
 such municipal corporate seal; that it was so affixed by order of the Town Board
 of said municipal corporation; and that he signed his name thereto by like
 order.

 Notary Public

STATE OF NEW YORK)
 ss.:
 COUNTY OF NASSAU)

ON THIS 9TH DAY OF OCTOBER 1992, before me personally came
MICHAEL POLANSKY, to me known, and being by me duly sworn, did depose
 and say that he resides at 62 SYLVIA LANE, PLAINVIEW, NY that he is the
SECRETARY of GRUNMAN AEROSPACE CORP. and has authority to sign on
 behalf of said corporation; that the seal affixed to said instrument by order
 of the Board of Directors of said corporation is said corporate seal and that
 he signed his name thereto by like order.

Cecelia D'Alessandro
 Notary Public

Doc: C:\TREATSYS.WP5

CECELIA D'ALESSANDRO
 NOTARY PUBLIC, State of New York
 No. 4877758, Suffolk County
 Commission Expires Nov. 24, 1992



CERTIFICATE OF INSURANCE

 SET TAB STOPS AT ARROWS
 ISSUE DATE (MM/DD/YY)

09-23-92

INSURED

 GRUMMAN CORPORATION
 1111 STEWART AVENUE
 BETHPAGE, N.Y. 11714

 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS
 NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND,
 EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

 GRUMMAN AEROSPACE CORPORATION
 CERTIFICATE HOLDER

 TOWN OF OYSTER BAY
 HIGHWAY DIVISION, PERMIT SECTION
 100 MILLER PLACE
 SYOSSET, N.Y. 11791

 COMPANY LETTER **A** THE TRAVELERS INDEMNITY CO. OF
 ILLINOIS

 COMPANY LETTER **B**

 COMPANY LETTER **C**

 COMPANY LETTER **D**

 COMPANY LETTER **E**

COVERAGES

 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.
 NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY
 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS
 OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	TRJNSL 201T446-7-92	1/1/92	1/1/93	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$1,000	\$1,000
	<input checked="" type="checkbox"/> PRODUCT&COMPLETED OPERATIONS				PERSONAL INJURY		\$1,000
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
A	<input checked="" type="checkbox"/> PERSONAL INJURY	TRJCAP 164T474-4-92	1/1/92	1/1/93	BODILY INJURY (PER PERSON)	\$	
	AUTOMOBILE LIABILITY				BODILY INJURY (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> ANY AUTO				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				BI & PD COMBINED	\$1,000	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
A	<input type="checkbox"/> OTHER THAN UMBRELLA FORM	TDRJUB 151T561-7-92	1/1/92	1/1/93	STATUTORY		
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				\$ 500 (EACH ACCIDENT)		
					\$ 500 (DISEASE-POLICY LIMIT)		
					\$ 500 (DISEASE-EACH EMPLOYEE)		
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

 TOWN OF OYSTER BAY IS AN ADDITIONAL INSURED AS RESPECTS 2 GROUND WATER TESTING
 WELLS AT HILLTOP AVENUE AND INTERSECTION OF ROMSCHO STREET, BETWEEN BLDG. #14
 HILLTOP AND BLDG. #5 ON EIFFEL

PRODUCER

 FRANK B. HALL & CO. OF NEW YORK
 WALL STREET PLAZA
 NEW YORK, N.Y. 10005

CANCELLATION

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EX-
 PIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
 MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
 LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
 OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Frank B. Hall



LOCATION SKETCH

opened
locations
of

GM-36 D
Well(s) + 36 D2 Project/No. Grunman / NY00808 Page of

Site Location Bethpage N.Y.

Observer J. Schafer 9/24/92

(Locate all wells, borings, etc. with reference to three permanent reference points; tape all distances; clearly label all wells, roads, and permanent features)

